

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

_____)	
Safari Club International, et al.,)	
)	
Plaintiffs,)	
)	Case No. 14-cv-00670-RCL
v.)	<i>Consolidated for purposes of</i>
)	<i>briefing with</i>
Ryan Zinke , in his official capacity as)	Case No. 15-cv-1026-RCL
Secretary of the United States Department of)	
Interior, <i>et al.</i> ,)	
)	
Defendants,)	
)	
and)	
)	
Friends of Animals, et al. ,)	
)	
Defendant-Intervenors.)	
_____)	

STIPULATION AND PROPOSED ORDER AS TO ATTORNEYS' FEES AND COSTS

WHEREAS the D.C. Circuit issued an opinion in this litigation on December 22, 2017, addressing Plaintiffs' claims, accepting one of Plaintiffs' arguments and rejecting others;

WHEREAS this Court dismissed this case on March 29, 2018, ECF 157;

WHEREAS Plaintiff Safari Club International ("Safari Club") filed a Motion for Attorney Fees and Costs under 28 U.S.C. § 2412(d), ECF 158;

WHEREAS Safari Club stated that co-Plaintiff National Rifle Association "does not qualify for attorney fees and costs in this case under EAJA," ECF 158 at 1 n.1;

WHEREAS Safari Club and Federal Defendants through undersigned counsel and without trial or final adjudication of the issues of fact or law with respect to Safari Club's application for attorneys' fees and costs in this lawsuit, have reached a settlement thereof;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Federal Defendants agree to pay Safari Club \$40,000.00 in settlement of Safari Club's claims for an award of litigation costs, fees, and other expenses, pursuant to the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412.

2. Plaintiff agrees to accept payment of \$40,000.00 in full satisfaction of any and all claims for attorneys' fees, expenses, and costs to which they may be entitled from any party in the above-captioned matter, including all work and costs already performed or incurred in connection with Plaintiffs' Complaint, through and including the date of this Stipulation and any additional work or costs performed or incurred after this Stipulation, including but not limited to any work associated with filing a Notice of Satisfaction. Safari Club agrees that it is not entitled to any further monetary award in connection with the above-captioned matter.

3. The parties agree to the entry of the Proposed Order approving this Stipulation, which is incorporated below.

4. Within ten (10) days of entry of an order approving this Agreement, Safari Club will provide Federal Defendants with the following information necessary for Federal Defendants to process the payment described in Paragraph 1 above by electronic funds transfer: the payee's name; the payee's address; the payee's bank account number; the account type; the name of the payee's bank; the bank routing transit number ("RTN"); and the payee's tax identification number.

5. Federal Defendants agree to submit all necessary paperwork for the processing of the payment described in Paragraph 1 above to the appropriate office(s) within ten (10) business days of receiving the information necessary for processing the electronic funds transfer described in Paragraph 4 above.

6. Safari Club agrees that receipt of the payment described in Paragraph 1 above shall operate as a release of any and all claims for attorneys' fees and costs that Safari Club may have against Federal Defendants or any other party under any authority with respect to any aspect of this litigation. Safari Club further agrees that any and all claims Safari Club may have for such attorneys' fees and costs are waived upon receipt of the payment described in Paragraph 1.

7. Within 10 days of receipt of the payment described in Paragraph 1, Safari Club agrees to file a Notice of Satisfaction.

8. By entering into this Stipulation, Federal Defendants do not waive any right to contest fees claimed by Safari Club or its counsel, including the hourly rate, in any future litigation. Further, this Stipulation has no precedential value as to attorneys' fees and costs and shall not be used as evidence in any other attorneys' fees litigation.

9. This Stipulation does not constitute an admission by any party to any fact, claim,

assertion of violation of any statute or regulation, or defense in this lawsuit. Accordingly, the parties agree that this Stipulation has no precedential value as to any fact, claim, assertion of violation of any statute or regulation, or defense in this lawsuit.

10. Nothing in this Stipulation shall be interpreted as, or shall constitute, a requirement that the Federal Defendants are obligated to pay any funds exceeding those available, or take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other appropriations law.

11. The parties, by their duly authorized representatives, agree to this Stipulation.

12. The provisions of this Stipulation shall apply to and be binding upon each of the parties including, but not limited to, their officers, directors, servants, employees, successors, and assigns.

13. This Stipulation shall be governed by and construed under federal law.

14. This Stipulation constitutes the entire agreement of the parties concerning the rights and obligations discussed herein and subject to dispute in this suit. No other agreement shall govern the rights of the parties with respect to the matters resolved by this Stipulation, except in accordance with the terms herein.

SIGNED: November 13, 2018

JEAN E. WILLIAMS,
Deputy Assistant Attorney General
SETH M. BARSKY, Chief
MEREDITH L. FLAX, Assistant Section Chief

/s/ Andrea Gelatt
ROBERT P. WILLIAMS, Sr. Trial Attorney
ANDREA GELATT, Trial Attorney
U.S. Department of Justice
Environment & Natural Resources Division
Wildlife & Marine Resources Section
Ben Franklin Station. P.O. Box 7611

/s/ Anna Seidman (as authorized)
Anna M. Seidman, D.C. Bar No. 417091
Douglas S. Burdin, D.C. Bar No. 434107
Jeremy E. Clare, D.C. Bar No. 1015688
Safari Club International
501 2nd Street N.E.
Washington, D.C. 20002
Tel: 202-543-8733
Fax: 202-543-1205
aseidman@safariclub.org
dburdin@safariclub.org
jclare@safariclub.org

Washington, DC 20044-7611
Phone: (202) 305-0210
Fax: (202) 305-0275
andrea.gelatt@usdoj.gov

**Attorneys for Plaintiff Safari Club
International**

Counsel for Federal Defendants

PURSUANT TO STIPULATION:

Dated:

IT IS SO ORDERED:

U.S. District Court Judge